

1 Douglas L. Johnson (SBN 209216)
2 Frank R. Trechsel (SBN 312199)
3 Hunter S. Litterio (SBN 358806)
4 **JOHNSON & JOHNSON LLP**
5 439 North Canon Drive, Suite 200
6 Beverly Hills, California 90210
7 Telephone: (310) 975-1080
8 Facsimile: (310) 975-1095
9 Email: djohnson@jjllplaw.com
ftrechsel@jjllplaw.com
hlitterio@gmail.com

10 *Attorneys for Plaintiff*
11 ASSOCIATED PRODUCTION MUSIC LLC

12 **UNITED STATES DISTRICT COURT**
13 **CENTRAL DISTRICT OF CALIFORNIA, SOUTHERN DIVISION**

14 ASSOCIATED PRODUCTION
15 MUSIC LLC, a New York limited
16 liability company,

17 Plaintiff,

18 vs.

19 YAMAHA MOTOR
20 CORPORATION - USA, a
21 California corporation,

22 Defendant.

CASE NO.: 8:25-CV-00509-SRM-ADS

STIPULATED PROTECTIVE ORDER

1 **I. PURPOSES AND LIMITATIONS**

2 A. Discovery in this action is likely to involve production of confidential,
3 proprietary, or private information for which special protection from public
4 disclosure and from use for any purpose other than prosecuting this litigation may
5 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to
6 enter the following Stipulated Protective Order. The parties acknowledge that this
7 Order does not confer blanket protections on all disclosures or responses to
8 discovery and that the protection it affords from public disclosure and use extends
9 only to the limited information or items that are entitled to confidential treatment
10 under the applicable legal principles. The parties further acknowledge, as set forth
11 in Section XIII(C), below, that this Stipulated Protective Order does not entitle
12 them to file confidential information under seal; Civil Local Rule 79-5 sets forth the
13 procedures that must be followed and the standards that will be applied when a
14 party seeks permission from the Court to file material under seal.

15 **II. GOOD CAUSE STATEMENT**

16 A. This action is likely to involve trade secrets, customer and pricing lists
17 and other valuable research, development, commercial, financial, technical and/or
18 proprietary information for which special protection from public disclosure and
19 from use for any purpose other than prosecution of this action is warranted. Such
20 confidential and proprietary materials and information consist of, among other
21 things, confidential business or financial information, information regarding
22 confidential business practices, or other confidential research, development, or
23 commercial information (including information implicating privacy rights of third
24 parties), information otherwise generally unavailable to the public, or which may be
25 privileged or otherwise protected from disclosure under state or federal statutes,
26 court rules, case decisions, or common law. Accordingly, to expedite the flow of
27 information, to facilitate the prompt resolution of disputes over confidentiality of
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1 discovery materials, to adequately protect information the parties are entitled to
2 keep confidential, to ensure that the parties are permitted reasonable necessary uses
3 of such material in preparation for and in the conduct of trial, to address their
4 handling at the end of the litigation, and serve the ends of justice, a protective order
5 for such information is justified in this matter. It is the intent of the parties that
6 information will not be designated as confidential for tactical reasons and that
7 nothing be so designated without a good faith belief that it has been maintained in a
8 confidential, non-public manner, and there is good cause why it should not be part
9 of the public record of this case.

10 **III. DEFINITIONS**

11 A. Action: This pending federal lawsuit, with the case number: 8:25-CV-00509-
12 SRM-ADS.

13 B. Challenging Party: A Party or Non-Party that challenges the designation of
14 information or items under this Order.

15 C. “CONFIDENTIAL” Information or Items: Information (regardless of how it
16 is generated, stored or maintained) or tangible things that qualify for
17 protection under Federal Rule of Civil Procedure 26(c), and as specified
18 above in the Good Cause Statement.

19 D. Counsel: Outside Counsel of Record and House Counsel (as well as their
20 support staff).

21 E. Designating Party: A Party or Non-Party that designates information or
22 items that it produces in disclosures or in responses to discovery as
23 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEY’S
24 EYES ONLY.”

25 F. Disclosure or Discovery Material: All items or information, regardless of the
26 medium or manner in which it is generated, stored, or maintained (including,
27 among other things, testimony, transcripts, and tangible things), that are
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1 produced or generated in disclosures or responses to discovery in this matter.

2 G. Expert: A person with specialized knowledge or experience in a matter
3 pertinent to the litigation who has been retained by a Party or its counsel to
4 serve as an expert witness or as a consultant in this Action.

5 H. “HIGHLY CONFIDENTIAL – ATTORNEY’S EYES ONLY” Information
6 or Items: extremely sensitive “Confidential Information or Items,” disclosure
7 of which to another Party or Non-Party would create a substantial risk of
8 serious harm to the Producing Party that could not be avoided by less
9 restrictive means. Documents and information in one or more of the
10 following categories may qualify for this designation: (i) non-public
11 technical information, including research notes and materials; (ii) financial
12 information; (iii) business and/or marketing plans; and (iv) license
13 agreements.

14 I. House Counsel: Attorneys who are employees of a party to this Action.
15 House Counsel does not include Outside Counsel of Record or any other
16 outside counsel.

17 J. Non-Party: Any natural person, partnership, corporation, association, or
18 other legal entity not named as a Party to this action.

19 K. Outside Counsel of Record: Attorneys who are not employees of a party to
20 this Action but are retained to represent or advise a party to this Action and
21 have appeared in this Action on behalf of that party or are affiliated with a
22 law firm which has appeared on behalf of that party, and includes support
23 staff.

24 L. Party: Any party to this Action, including all of its officers, directors,
25 employees, consultants, retained experts, and Outside Counsel of Record
26 (and their support staffs).

27 M. Producing Party: A Party or Non-Party that produces Disclosure or
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1 Discovery Material in this Action.

2 N. Professional Vendors: Persons or entities that provide litigation support
3 services (e.g., photocopying, videotaping, translating, preparing exhibits or
4 demonstrations, and organizing, storing, or retrieving data in any form or
5 medium) and their employees and subcontractors.

6 O. Protected Material: Any Disclosure or Discovery Material that is designated
7 as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEY’S
8 EYES ONLY.”

9 P. Receiving Party: A Party that receives Disclosure or Discovery Material
10 from a Producing Party.

11 **IV. SCOPE**

12 A. The protections conferred by this Stipulation and Order cover not only
13 Protected Material (as defined above), but also (1) any information copied or
14 extracted from Protected Material; (2) all copies, excerpts, summaries, or
15 compilations of Protected Material; and (3) any testimony, conversations, or
16 presentations by Parties or their Counsel that might reveal Protected Material.

17 B. Any use of Protected Material at trial shall be governed by the orders
18 of the trial judge. This Order does not govern the use of Protected Material at trial.

19 **V. DURATION**

20 Even after final disposition of this litigation, the confidentiality obligations
21 imposed by this Order shall remain in effect until a Designating Party agrees
22 otherwise in writing or a court order otherwise directs. Final disposition shall be
23 deemed to be the later of (1) dismissal of all claims and defenses in this Action,
24 with or without prejudice; and (2) final judgment herein after the completion and
25 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
26 including the time limits for filing any motions or applications for extension of time
27 pursuant to applicable law.
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VI. DESIGNATING PROTECTED MATERIAL

A. Exercise of Restraint and Care in Designating Material for Protection

1. Each Party or Non-Party that designates information or items for protection under this Order must take care to limit any such designation to specific material that qualifies under the appropriate standards. The Designating Party must designate for protection only those parts of material, documents, items, or oral or written communications that qualify so that other portions of the material, documents, items, or communications for which protection is not warranted are not swept unjustifiably within the ambit of this Order.
2. Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily encumber the case development process or to impose unnecessary expenses and burdens on other parties) may expose the Designating Party to sanctions.
3. If it comes to a Designating Party's attention that information or items that it designated for protection do not qualify for protection, that Designating Party must promptly notify all other Parties that it is withdrawing the inapplicable designation.

B. Manner and Timing of Designations

1. Except as otherwise provided in this Order (see, e.g., Section B(2)(b) below), or as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so designated before the material is disclosed or produced.

2. Designation in conformity with this Order requires the following:

- a. For information in documentary form (e.g., paper or electronic documents, but excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix at a minimum, the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEY’S EYES ONLY” (hereinafter the “CONFIDENTIAL legends”), to each page that contains protected material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).
- b. A Party or Non-Party that makes original documents available for inspection need not designate them for protection until after the inspecting Party has indicated which documents it would like copied and produced. During the inspection and before the designation, all of the material made available for inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants copied and produced, the Producing Party must determine which documents, or portions thereof, qualify for protection under this Order. Then, before producing the specified documents, the Producing Party must affix the “CONFIDENTIAL legends” to each page that contains Protected Material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must

1 clearly identify the protected portion(s) (e.g., by making
2 appropriate markings in the margins).

3 c. For testimony given in depositions, that the Designating
4 Party identify the Disclosure or Discovery Material on the
5 record, before the close of the deposition all protected
6 testimony.

7 d. For information produced in form other than document and
8 for any other tangible items, that the Producing Party affix
9 in a prominent place on the exterior of the container or
10 containers in which the information is stored the legend
11 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
12 ATTORNEY’S EYES ONLY.” If only a portion or
13 portions of the information warrants protection, the
14 Producing Party, to the extent practicable, shall identify the
15 protected portion(s).

16 C. Inadvertent Failure to Designate

17 1. If timely corrected, an inadvertent failure to designate qualified
18 information or items does not, standing alone, waive the
19 Designating Party’s right to secure protection under this Order for
20 such material. Upon timely correction of a designation, the
21 Receiving Party must make reasonable efforts to assure that the
22 material is treated in accordance with the provisions of this Order.

23 **VII. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

24 A. Timing of Challenges

25 1. Any party or Non-Party may challenge a designation of
26 confidentiality at any time that is consistent with the Court’s
27 Scheduling Order.
28

1 B. Meet and Confer

- 2 1. The Challenging Party shall initiate the dispute resolution process
3 under Local Rule 37.1 et seq.

4 C. The burden of persuasion in any such challenge proceeding shall be on the
5 Designating Party. Frivolous challenges, and those made for an improper
6 purpose (e.g., to harass or impose unnecessary expenses and burdens on
7 other parties) may expose the Challenging Party to sanctions. Unless the
8 Designating Party has waived or withdrawn the confidentiality
9 designation, all parties shall continue to afford the material in question the
10 level of protection to which it is entitled under the Producing Party's
11 designation until the Court rules on the challenge.

12 **VIII. ACCESS TO AND USE OF PROTECTED MATERIAL**

13 A. Basic Principles

- 14 1. A Receiving Party may use Protected Material that is disclosed or
15 produced by another Party or by a Non-Party in connection with
16 this Action only for prosecuting, defending, or attempting to settle
17 this Action. Such Protected Material may be disclosed only to the
18 categories of persons and under the conditions described in this
19 Order. When the Action has been terminated, a Receiving Party
20 must comply with the provisions of Section XIV below.
- 21 2. Protected Material must be stored and maintained by a Receiving
22 Party at a location and in a secure manner that ensures that access is
23 limited to the persons authorized under this Order.

24 B. Disclosure of "CONFIDENTIAL" Information or Items

- 25 1. Unless otherwise ordered by the Court or permitted in writing by
26 the Designating Party, a Receiving Party may disclose any
27 information or item designated "CONFIDENTIAL" only to:
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- a. The Receiving Party's Outside Counsel of Record in this Action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this Action;
- b. The officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this Action;
- c. Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);
- d. The Court and its personnel;
- e. Court reporters and their staff;
- f. Professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the "Acknowledgment and Agreement to be Bound" attached as Exhibit A hereto;
- g. The author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;
- h. During their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (i) the deposing party requests that the witness sign the "Acknowledgment and Agreement to Be Bound;" and (ii) they will not be permitted to keep any confidential information unless they sign the

1 “Acknowledgment and Agreement to Be Bound,” unless
2 otherwise agreed by the Designating Party or ordered by
3 the Court. Pages of transcribed deposition testimony or
4 exhibits to depositions that reveal Protected Material may
5 be separately bound by the court reporter and may not be
6 disclosed to anyone except as permitted under this
7 Stipulated Protective Order; and

- 8 i. Any mediator or settlement officer, and their supporting
9 personnel, mutually agreed upon by any of the parties
10 engaged in settlement discussions.

11 C. Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEY’S EYES
12 ONLY” Information or Items

13 1. Unless otherwise ordered by the Court or permitted in writing by
14 the Designating Party, a Receiving Party may disclose any
15 information or item designated “HIGHLY CONFIDENTIAL –
16 ATTORNEY’S EYES ONLY” only to:

- 17 a. The Receiving Party’s Outside Counsel of Record in this
18 Action;
19 b. Experts (as defined in this Order) of the Receiving Party to
20 whom disclosure is reasonably necessary for this Action
21 and who have signed the “Acknowledgment and
22 Agreement to Be Bound” (Exhibit A);
23 c. The Court and its personnel;
24 d. Court reporters and their staff;
25 e. The author or recipient of a document containing the
26 information or a custodian or other person who otherwise
27 possessed or knew the information;
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- 1 f. Professional jury or trial consultants, mock jurors, and
2 Professional Vendors to whom disclosure is reasonably
3 necessary for this Action and who have signed the
4 “Acknowledgment and Agreement to be Bound” attached
5 as Exhibit A hereto;
- 6 g. During their depositions, witnesses, and attorneys for
7 witnesses, in the Action to whom disclosure is reasonably
8 necessary provided: (i) the deposing party requests that the
9 witness sign the “Acknowledgment and Agreement to Be
10 Bound;” and (ii) they will not be permitted to keep any
11 confidential information unless they sign the
12 “Acknowledgment and Agreement to Be Bound,” unless
13 otherwise agreed by the Designating Party or ordered by
14 the Court. Pages of transcribed deposition testimony or
15 exhibits to depositions that reveal Protected Material may
16 be separately bound by the court reporter and may not be
17 disclosed to anyone except as permitted under this
18 Stipulated Protective Order; and
- 19 h. Any mediator or settlement officer, and their supporting
20 personnel, mutually agreed upon by any of the parties
21 engaged in settlement discussions.

22 **IX. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
23 **PRODUCED IN OTHER LITIGATION**

24 A. If a Party is served with a subpoena or a court order issued in other
25 litigation that compels disclosure of any information or items designated
26 in this Action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
27 ATTORNEY’S EYES ONLY” that Party must:
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1. Promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;
2. Promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and
3. Cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

B. If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEY’S EYES ONLY” before a determination by the Court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

X. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS LITIGATION

A. The terms of this Order are applicable to information produced by a Non-Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEY’S EYES ONLY.” Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order.

Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

B. In the event that a Party is required, by a valid discovery request, to produce a Non-Party's confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party's confidential information, then the Party shall:

1. Promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;
2. Promptly provide the Non-Party with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and
3. Make the information requested available for inspection by the Non-Party, if requested.

C. If the Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

XI. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

A. If a Receiving Party learns that, by inadvertence or otherwise, it has

disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (1) notify in writing the Designating Party of the unauthorized disclosures, (2) use its best efforts to retrieve all unauthorized copies of the Protected Material, (3) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (4) request such person or persons to execute the “Acknowledgment and Agreement to be Bound” that is attached hereto as Exhibit A.

XII. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

A. When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the Stipulated Protective Order submitted to the Court.

XIII. MISCELLANEOUS

A. Right to Further Relief

1. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

B. Right to Assert Other Objections

1 1. By stipulating to the entry of this Protective Order, no Party waives
2 any right it otherwise would have to object to disclosing or
3 producing any information or item on any ground not addressed in
4 this Stipulated Protective Order. Similarly, no Party waives any
5 right to object on any ground to use in evidence of any of the
6 material covered by this Protective Order.

7 C. Filing Protected Material

8 1. A Party that seeks to file under seal any Protected Material must
9 comply with Civil Local Rule 79-5. Protected Material may only
10 be filed under seal pursuant to a court order authorizing the sealing
11 of the specific Protected Material at issue. If a Party's request to
12 file Protected Material under seal is denied by the Court, then the
13 Receiving Party may file the information in the public record unless
14 otherwise instructed by the Court.

15 **XIV. FINAL DISPOSITION**

16 A. After the final disposition of this Action, as defined in Section V, within
17 sixty (60) days of a written request by the Designating Party, each
18 Receiving Party must return all Protected Material to the Producing Party
19 or destroy such material. As used in this subdivision, "all Protected
20 Material" includes all copies, abstracts, compilations, summaries, and any
21 other format reproducing or capturing any of the Protected Material.
22 Whether the Protected Material is returned or destroyed, the Receiving
23 Party must submit a written certification to the Producing Party (and, if
24 not the same person or entity, to the Designating Party) by the 60 day
25 deadline that (1) identifies (by category, where appropriate) all the
26 Protected Material that was returned or destroyed and (2) affirms that the
27 Receiving Party has not retained any copies, abstracts, compilations,
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1 summaries or any other format reproducing or capturing any of the
2 Protected Material. Notwithstanding this provision, Counsel are entitled
3 to retain an archival copy of all pleadings, motion papers, trial, deposition,
4 and hearing transcripts, legal memoranda, correspondence, deposition and
5 trial exhibits, expert reports, attorney work product, and consultant and
6 expert work product, even if such materials contain Protected Material.
7 Any such archival copies that contain or constitute Protected Material
8 remain subject to this Protective Order as set forth in Section V.

9 B. Any violation of this Order may be punished by any and all appropriate
10 measures including, without limitation, contempt proceedings and/or
11 monetary sanctions.

12 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD**

13
14 Dated: November 18, 2025

JOHNSON & JOHNSON LLP

By /s/ Douglas L. Johnson

Douglas L. Johnson

Frank R. Trechsel

Hunter S. Litterio

Attorneys for Plaintiff

18 Dated: November 18, 2025

UMBERG ZIPSER LLP

By /s/ Mark A. Finkelstein

Mark A. Finkelstein

Molly J. Magnuson

Attorneys for Defendant

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23 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

24
25 Dated: November 18, 2025

/s/ Autumn D. Spaeth

HONORABLE AUTUMN D. SPAETH

United States Magistrate Judge

EXHIBIT A
ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____
_____ [print or type full address], declare under penalty of perjury that I
have read in its entirety and understand the Stipulated Protective Order that was
issue by the United States District Court for the Central District of California on
_____ in the case of *Associated Production Music, LLC v. Yamaha Motor
Corporation, U.S.A, et al.* 8:25-CV-00509-SRM-ADS. I agree to comply with and
to be bound by all the terms of this Stipulated Protective Order and I understand
and acknowledge that failure to so comply could expose me to sanctions and
punishment in the nature of contempt. I solemnly promise that I will not disclose in
any manner any information or item that is subject to this Stipulated Protective
Order to any person or entity except in strict compliance with the provisions of this
Order.

I further agree to submit to the jurisdiction of the United States District Court
for the Central District of California for the purpose of enforcing the terms of this
Stipulated Protective Order, even if such enforcement proceedings occur after
termination of this action. I hereby appoint _____ [print or
type full name] of _____ [print or type full address and
telephone number] as my California agent for service of process in connection with
this action or any proceedings related to enforcement of this Stipulated Protective
Order.

Date: _____

City and State where sworn and signed: _____

Printed Name: _____

Signature: _____